

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JAMIE MYERS,

Plaintiff,

vs.

THE CITY OF TULSA, a municipal
corporation, THE FRATERNAL
ORDER OF POLICE CREDIT
UNION,

Defendants.

ENTERED ON DOCKET

DATE 2-15-01

Case No. 00-CV-674-H(M) ✓

FILED

FEB 15 2001

Phil Lombardi, Clerk
U.S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT UPON AGREED SETTLEMENT

NOW ON this 15TH day of February 2001, this matter comes before the undersigned judge. Plaintiff appears by and through her attorney of record, Dale Ellis, and Defendant City appears by and through its attorney of record, Larry V. Simmons, Deputy City Attorney.

The Court, having reviewed the allegations set forth in Plaintiff's Complaint and, upon being advised that City's Mayor has authorized entry of a consent judgment in the sum of Fifty Thousand Dollars and no/100 (\$50,000.00) and the Court being satisfied that Plaintiff fully understands the nature of this action with regard to its finality which precludes additional or further compensation for damages arising from the occurrence of the event identified in Plaintiff's Complaint and, upon being further advised by Plaintiff that it is her desire to settle the entirety of all claims and causes of action relating to the events identified in her Complaint, including costs and fees, upon payment in the sum of Fifty Thousand Dollars and no/100 (\$50,000.00) the court finds:

1. That the Court has jurisdiction over the subject matter of this lawsuit and the

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parties hereto;

2. That Plaintiff for herself and in her representative capacity is fully aware of her rights in this matter and it is Plaintiff's desire to compromise her right to trial by jury;

3. That Plaintiff for herself and in her representative capacity desires to accept as full, final and complete settlement the sum of Fifty Thousand Dollars and no/100 (\$50,000.00) for any and all damages, losses, fees and expenses sustained as a result of the events identified in Plaintiff's Complaint;

4. That by agreement of the parties, Defendant City's payment to her will stand as full compensation to Plaintiff in her personal and representative capacities and preclude any further or separate action by Plaintiff or those she represents against City of Tulsa, a municipal corporation, or any of its employees, arising from or relating to the events described in Plaintiff's Complaint;

5. That City's Mayor has formally authorized settlement of Plaintiff's lawsuit in the sum of Fifty Thousand Dollars and no/100 (\$50,000.00);

6. That all parties request this court to approve and finalize their mutual settlement;

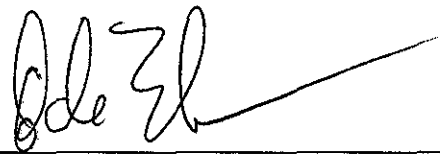
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that Plaintiff for herself and in her representative capacity have and recover from the Defendant City of Tulsa, Oklahoma, damages in the total sum of Fifty Thousand Dollars and no/100 (\$50,000.00) as full, final and complete compensation for any and all damages, losses and expenses incurred or sustained incident to the events described in Plaintiff's Complaint.

IT IS FURTHER ORDERED BY THE COURT that payment to Plaintiff by Defendant City will preclude any further or separate action by Plaintiff against any employee of Defendant City of Tulsa arising from or pertaining to the events described in Plaintiff's Complaint.

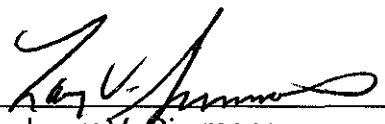


Judge

APPROVED AS TO FORM AND CONTENT:

By: 

Dale Ellis
Attorney for Plaintiff

By: 

Larry V. Simmons
Attorney for Defendant City